

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
High Ridge Brands Co.		12/09/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1900 East Ninth Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	0723187	ALBERTO VO5	
Registration Number:	0658904	ALBERTO VO5	
Registration Number:	3249975	ALBERTO VO5	
Registration Number:	3252296	ALBERTO VO5	
Registration Number:	3078626	ALBERTO VO5	
Registration Number:	3292110	ALOE SPLASH	
Registration Number:	2973898	AQUA PUR	
Registration Number:	2399861	AQUA PURE	
Registration Number:	3056260	DAILY HAIR RECOVERY	
Registration Number:	3304247	ENERGIZING EFFECTS	
Registration Number:	2451916	FREE ME FREESIA	
Registration Number:	3295392	HYDRATING EFFECTS	
Registration Number:	2754744	KIWI & LIME SQUEEZE	
Registration Number:	3393518	MINT EXPLOSION	

Registration Number:	3074559	MORNING GARDEN
Registration Number:	3074560	OCEAN ENERGY
Registration Number:	1678229	RAVE
Registration Number:	2447071	SHEER HAIR DRESSING
Registration Number:	2155482	SHOWER WORKS
Registration Number:	3326214	SILKY EXPERIENCES
Registration Number:	3077612	SPRING SPLASH
Registration Number:	3304246	STIMULATING EFFECTS
Registration Number:	2452017	TOTAL HAIR RECOVERY
Registration Number:	3107574	TROPICAL FRESH
Registration Number:	2974665	TROPICAL FRESH
Registration Number:	0822537	VO5
Registration Number:	1449193	VO5
Registration Number:	1765195	WHITEWATER FRESH
Registration Number:	0586227	ZEST
Registration Number:	0514204	ZEST
Registration Number:	2813144	ZEST
Registration Number:	2943108	ZEST
Serial Number:	85343527	ZEST NATURA
Serial Number:	85236480	ZESTFULLY CLEAN

CORRESPONDENCE DATA

Fax Number: (216)579-0212

Phone: (216) 586-7024

Email: dawnbrown@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Dawn A. Brown/JONES DAY

Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	879047-620014
NAME OF SUBMITTER:	Dawn A. Brown
Signature:	/Dawn A. Brown/
Date:	01/23/2012

Total Attachments: 15
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TRADEMARK
REEL: 004702 FRAME: 0579

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of December 9, 2011, is entered into by and among HIGH RIDGE BRANDS CO., a Delaware corporation (the "Borrower"), and EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO (each, a "Pledgor" and collectively, the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrower, the Guarantors party thereto, the Lenders party thereto, and PNC Bank, National Association, as Administrative Agent (all as defined in the Credit Agreement), the Agent and the Lenders have agreed to provide certain Loans and grant other financial accommodations to the Loan Parties (each as defined in the Credit Agreement), and the Pledgors have agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement, and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees,

expenses or otherwise, of each and every of the Pledgors to the Agent, the Lenders, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part.

2. To secure the performance and Payment in Full of all Debt, each Pledgor hereby grants and conveys a security interest to the Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor, jointly and severally, covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Liens in favor of the Agent for the Lenders and the Agent;

(d) such Pledgor has the corporate, limited liability company, or partnership, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice to the Agent;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Agent; and

(i) except as permitted by the Credit Agreement, such Pledgor shall preserve its corporate existence and shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. The Agent and the Lenders, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Agent and the Lenders, or any of them, shall not be a defense to any action the Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until all of the Debt shall have been Paid in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology (i) to other Loan Parties and (ii) in the ordinary course of business to suppliers and customers to facilitate the manufacture and use of such Pledgor's products without the Agent's consent.

6. If, before the Debt shall have been Paid In Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Agent prompt notice in writing of any such future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright applications and copyright registrations. The Pledgors and the Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright registrations.

7. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in Section 10.2.4 [Application of Proceeds] of the Credit Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred, each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent agrees that it shall not exercise any of its rights under this Paragraph 8 until and during the continuation of an Event of Default.

9. At such time as the Pledgors shall have Paid In Full all of the Debt, and the Commitments shall have terminated and the Letters of Credit have expired or been terminated, this Agreement shall terminate and the Agent will thereafter, upon any Pledgor's request and at such Pledgor's expense, execute and deliver to the applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Agent's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement (including the allocated costs of staff counsel) and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been Paid In Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and with the consent of the Agent, which shall not be unreasonably withheld, to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between the Pledgors and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be deemed to be a contract under the Laws of the State of New York and shall, pursuant to New York General Obligations Law 5-1401, for all purposes be governed by and construed and enforced in accordance with the Laws of the State of New York.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any federal or state courts in the State of New York in any action or proceeding arising out of or relating to this Agreement, and the Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor

acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EACH PLEDGOR AND THE AGENT, ON BEHALF OF THE LENDERS, HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 12.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. At any time after the initial execution of this Agreement, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor, and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

HIGH RIDGE BRANDS CO.

By: 

Nanjer James Daniels

Title: President and Chief Executive Officer

CLI-1947326v1

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

**PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent**

By: 

Name: Jeremy Henrich

Title: Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

Trademarks

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Status
Antigua & Barbuda	RAVE		9/14/1978	2194		Registered
Argentina	RAVE	2549878	10/26/2004	2134900	12/28/2006	Registered
Aruba	ZEST	N/A	1/1/1986	13866	10/12/1989	Registered
Austria	RAVE	AM 230/78	1/27/1978	88063	5/24/1978	Registered
Bahamas	RAVE		3/16/1978	9008		Registered
Bahamas	ZEST			2898	3/11/1958	Registered
Barbados	ZEST			81-3807	3/6/1958	Registered
Bermuda	ZEST			4185	3/14/1958	Registered
Bosnia & Herzegovina	RAVE		8/10/1992	BAZR972123		Registered
British Virgin Islands	RAVE		7/30/2002	4086	5/22/2003	Registered
Brunei Darussalam	RAVE		5/24/1978	8511		Registered
Burundi	RAVE			1673/BUR	4/28/1980	Registered
Canada	ALOE SPLASH	1292417	3/3/2006	TMA689997	6/15/2007	Registered
Canada	AQUA PUR	1191935	10/8/2003	TMA672517	9/12/2006	Registered
Canada	AQUA PURE	1032111	10/13/1999	TMA569,630	10/25/2002	Registered
Canada	COOL XTREME	1145775	7/9/2002	TMA606,471	3/29/2004	Registered
Canada	EAUX FRAICHES ZEST	699256	2/20/1992	TMA411,567	4/23/1993	Registered
Canada	ENERGIZING EFFECTS	1283640	12/19/2005	TMA685856	4/12/2007	Registered
Canada	ENERGY FRESH	1191927	10/8/2003	TMA670930	8/23/2006	Registered
Canada	ENERGY RUSH	1024618	8/4/1999	TMA546,842	6/20/2001	Registered
Canada	FRAICHEUR VIVIFIANT	1191929	10/8/2003	TMA674682	10/12/2006	Registered
Canada	LINEN FRESH	1193162	10/20/2003	TMA655,508	12/20/2005	Registered
Canada	MINT EXPLOSION	1314244	8/24/2006	TMA706245	2/1/2008	Registered
Canada	MORNING GARDEN	1217091	5/18/2004	TMA658,943	2/14/2006	Registered
Canada	OCEAN ENERGY	1217088	5/18/2004	TMA658,945	2/14/2006	Registered
Canada	RAVE			254314	12/24/1980	Registered

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Status
Canada	REVEIL PRINTANIER	1191933	10/8/2003	TMA660822	3/15/2006	Registered
Canada	SPRING BURST	1176244	5/7/2003	TMA674545	10/11/2006	Registered
Canada	SPRING SPLASH	1217090	5/18/2004	TMA658,944	2/14/2006	Registered
Canada	STIMULATING EFFECTS	1283638	12/19/2005	TMA685857	4/12/2007	Registered
Canada	TANGERINE MANGO TWIST	150221700	11/2/2010			Pending
Canada	TROPICAL FRESH	1191926	10/8/2003	TMA662,816	4/19/2006	Registered
Canada	WHITEWATER FRESH	153531900	7/12/2011			Pending
Canada	WILD SENSATIONS	1066376	7/7/2000	TMA568,772	10/9/2002	Registered
Canada	ZEST	295406	3/1/1966	TMA146,476	8/5/1966	Registered
Canada	ZEST (& Device 03 bw)	1201788	12/17/2003	TMA626,737	11/25/2004	Registered
Canada	ZEST (& Wave Design 89 bw)	622858	1/9/1989	TMA368,953	5/25/1990	Registered
Canada	ZEST and Design	549629	9/23/1985	TMA319,888	10/24/1986	Registered
Canada	ZEST and Design	293274	11/18/1965	TMA146,361	7/29/1966	Registered
Canada	ZEST and Design	692868	11/4/1991	TMA404,184	10/23/1992	Registered
Canada	ZEST FOR MEN	153532200	7/12/2011			Pending
Canada	ZESTFULLY CLEAN	153532400	7/12/2011			Pending
Cuba	ZEST	1066-97	7/31/1997	128153	3/20/2000	Registered
Cuba	ZEST DEO FRESH	2004-182	3/12/2004	2004-182	12/23/2005	Registered
Czech Republic	RAVE	50515	3/8/1978	163894	11/14/1978	Registered
Dominican Republic	CITRUS SPORT	6,21N/A	7/13/1999	106504	8/30/1999	Registered
Dominican Republic	ZEST			10952	8/24/1959	Registered
Fiji	RAVE		7/19/1978	23190		Registered
Gambia	RAVE		11/11/1978	5143		Registered
Germany	RAVE	W52578	4/11/1978	DD642255	6/12/1978	Registered
Germany	RAVE	C 26970	2/9/1978	982 215	2/15/1979	Registered
Ghana	RAVE		9/13/1978	22650		Registered
Guatemala	RAVE	2002-05445	8/13/2002	124860	7/29/2003	Registered
Guyana	RAVE		4/13/1978	10577A		Registered
Honduras	RAVE	9087/02	7/11/2002	86264	11/27/2002	Registered
Hong Kong	RAVE	19780243	2/6/1978	19801779	2/6/1978	Registered
Hungary	RAVE	M7800387	2/28/1978	120644	8/25/1978	Registered
India	RAVE	572123	4/29/1992			Pending

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Status
Jamaica	ZEST			B8802	11/29/1960	Registered
Mexico	RAVE CONTAINER (three dimensional design)	253139	1/30/1996	519994	3/29/1996	Registered
Monaco	RAVE	7766	7/11/1978	787764		Registered
Montserrat	RAVE		10/19/1978	943		Registered
Netherlands Antilles	ZEST	N/A	3/21/1958	1901	3/21/1958	Registered
Nicaragua	RAVE	2002-002048	8/6/2002	57010	2/26/2003	Registered
Panama	RAVE		8/21/2002	122615		Registered
Puerto Rico	ALBERTO VO5	5189	6/25/2007	73601		Registered
Puerto Rico	ALBERTO VO5 & Design	22454	7/11/1979	22454	11/1/1979	Registered
Puerto Rico	RAVE	24470		34761	6/21/1994	Registered
Puerto Rico	VO5	22457	7/11/1979	22457	11/26/1979	Registered
Rwanda	RAVE			1601/CRK	4/28/1980	Registered
Sierra Leone	RAVE		2/28/1979	11048		Registered
Slovak Republic	RAVE	50515	3/8/1978	163894	11/14/1978	Registered
St. Lucia	RAVE		3/20/1979	TM1979000031		Registered
Sudan	RAVE			17276	4/30/1978	Registered
Suriname	RAVE			9779	5/9/1978	Registered
Trinidad & Tobago	RAVE		3/1/1978	10524		Registered
Trinidad & Tobago	ZEST	20860	7/2/1992	20860	3/7/1995	Registered
Tunisia	RAVE	154/78	4/23/1978	930405	4/23/1993	Registered
United States of America	ALBERTO VO5	72112670	1/30/1961	723187	10/24/1961	Registered
United States of America	ALBERTO VO5	72010609	6/20/1956	658904	2/25/1958	Registered
United States of America	ALBERTO VO5 Logo	78508570	10/29/2004	3249975	6/5/2007	Registered
United States of America	ALBERTO VO5 Logo	78508569	10/29/2004	3252296	6/12/2007	Registered
United States of America	ALBERTO VO5 Logo	78444904	7/1/2004	3078626	4/11/2006	Registered
United States of America	ALOE SPLASH	78828275	3/3/2006	3292110	9/11/2007	Registered
United States of America	AQUA PUR	78310788	10/8/2003	2973898	7/19/2005	Registered

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Status
United States of America	AQUA PURE	75805021	10/12/1999	2399861	10/31/2000	Registered
United States of America	DAILY HAIR RECOVERY	78310575	10/7/2003	3056260	1/31/2006	Registered
United States of America	ENERGIZING EFFECTS	78775832	12/19/2005	3304247	10/2/2007	Registered
United States of America	FREE ME FREESIA	75734490	6/22/1999	2451916	5/15/2001	Registered
United States of America	HYDRATING EFFECTS	78775830	12/19/2005	3295392	9/18/2007	Registered
United States of America	KIWI & LIME SQUEEZE	75734817	6/23/1999	2754744	8/26/2003	Registered
United States of America	MINT EXPLOSION	78958663	8/23/2006	3393518	3/4/2008	Registered
United States of America	MORNING GARDEN	78419658	5/17/2004	3074559	3/28/2006	Registered
United States of America	OCEAN ENERGY	78419660	5/17/2004	3074560	3/28/2006	Registered
United States of America	RAVE	74170384	5/28/1991	1678229	3/10/1992	Registered
United States of America	SHEER HAIR DRESSING	75776540	8/13/1999	2447071	4/24/2001	Registered
United States of America	SHOWER WORKS	75118383	6/13/1996	2155482	5/5/1998	Registered
United States of America	SILKY EXPERIENCES	78636365	5/24/2005	3326214	10/30/2007	Registered
United States of America	SPRING SPLASH	78419657	5/17/2004	3077612	4/4/2006	Registered
United States of America	STIMULATING EFFECTS	78775826	12/19/2005	3304246	10/2/2007	Registered
United States of America	TOTAL HAIR RECOVERY	75768692	8/5/1999	2452017	5/15/2001	Registered
United States of America	TROPICAL FRESH	78310784	10/8/2003	3107574	6/20/2006	Registered

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Status
United States of America	TROPICAL FRESH	78975933	10/8/2003	2974665	7/19/2005	Registered
United States of America	VO5	225912	8/18/1965	822537	1/17/1967	Registered
United States of America	VO5	73636361	12/22/1986	1449193	7/28/1987	Registered
United States of America	WHITEWATER FRESH	74217581	10/29/1991	1765195	4/13/1993	Registered
United States of America	ZEST	71636800	10/17/1952	586227	3/2/1954	Registered
United States of America	ZEST	71555476	4/24/1948	514204	8/23/1949	Registered
United States of America	ZEST	78/227694	3/19/2003	2813144	2/10/2004	Registered
United States of America	ZEST (& Device 03 bw)	78342578	12/18/2003	2943108	4/19/2005	Registered
United States of America	ZEST NATURA	85343527	6/10/2011			Pending
United States of America	ZESTFULLY CLEAN	85236480	2/8/2011			Pending
Yemen	RAVE			DRO/43 P76 VOL 28 BK	5/31/1978	Registered

Patents

Country	Patent No.	Description
United States of America	6187303	Hair conditioning composition
United States of America	6730641	Hair conditioning composition
United States of America	5306434	Hair care composition containing dispersed silicone oil
United States of America	D507748	Bottle Design
Canada	109416	Bottle Design
China	578427	Bottle Design
Japan	1255261	Bottle Design
Mexico	20916	Bottle Design
European Community	267257	Bottle Design
United States of America	D516432	Bottle Design

Trade Names

None.

Copyrights

None.

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None.